

SERIAL 01171 - C BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS, AND RELATED HARDWARE

CONTRACT PERIOD THROUGH MARCH 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS, AND RELATED HARDWARE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **MARCH 06, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Jim Baker, MCDOT
Sharon Tohtsoni, Materials Management

(Please remove Serial 98014-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS AND RELATED HARDWARE**

1.0 INTENT:

The intent of this call for bids is to establish a three (3) year pricing agreement for BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS and related items specifically listed herein, in addition to a blanket discount for related supplied as covered by a current pricing list(s). Amendments, supplements and/or revisions will be effective upon receipt of notice to the Department of Materials Management. These Maricopa County Department of Transportation Specifications are to describe standard traffic barricades, flashers and related components. The quantities estimated in this specification are for reference only. The County reserves the right to adjust the quantities to meet its needs. This is a requirements contract and the County will purchase the materials described herein on an as required basis over the period of the contract. Material ordered shall delivered to the Maricopa County Department of Transportation Procurement and Distribution Center, 2222 S. 27th Ave., Phoenix, Arizona 85009, as covered by a purchase order only.

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.1 TYPE II BARRICADES:	
Barricades shall meet the minimum requirements of the Manual on Uniform Traffic Control Devices, 2000 Edition for Type II, Type III and Vertical Barricades:	
2.1.1 Barricade shall be a blow molded design of Quantum Petrothene LB8300 UV Stabilized High Density Polyethylene 3/16" thick. Color shall be white.	
2.1.2 Barricade shall not deform at temperatures up to and including 150°F. It shall not separate or shatter when hit by any type-moving vehicle at up to a speed of 60 mph.	
2.1.3 Barricades shall have an open, installed height in the range of 44"-46". Barricade shall have integrally molded hinges. (see Fig.2)	
2.1.4 The letters MCDOT in 2" letters and centered left to right, shall be "branded" 1/8" deep and impregnated with permanent black ink as shown on Fig.2.	
The delivery date shall be 1" high and "branded" 1/8" deep and impregnated with permanent black ink as shown on Fig.2.	
2.1.5 Barricade closed position shall be in accordance with Fig.2.	
2.1.6 Barricade sheeting shall be Engineer Grade (3M 144R & 144L, or approved equal) reflective sheeting pressure sensitive orange & white stripes on both horizontal panels, stripes sloping down to the left on one side of the barricade, and sloping down to the right on the other side for edge line use of barricade.	
2.1.7 Barricade shall not open wider than 30" at bottom. When closed, the barricade thickness shall not exceed 3" ± 1/4". See Fig. 2	

2.0 **TECHNICAL SPECIFICATIONS:**

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.1 TYPE II BARRICADES: (continued)	
2.1.8 Barricade shall be molded hollow and shall have a 7" x 19" sand bag slot at bottom, in accordance with Fig. 2. Note: hinges and legs shall be molded solid.	
2.1.9 Sign holder for attaching diamond shaped signs shall be installed on each side of barricade.	
2.1.10 Sign holder bracket shall not be bolted through any rib part of the barricade. i.e. bracket location shall be molded solid.	
2.1.11 When a 36" diamond shape sign is installed, it shall be no less than 12" from the ground level with the barricade extended.	
2.1.12 Barricade shall close "flat", with the sign holder brackets installed.	
2.2 TYPE III BARRICADE:	
Material (cold rolled steel) shall be finished with a hot dipped galvanized coating conforming to ASTM Specification A-525, Des. G-90. Post shall be galvanized both inside and outside.	
2.2.1 Framework for the Type III Barricade shall be in accordance with Fig. 5	
2.2.2 Barricade shear pin fitting shall be in accordance with Fig. 6.	
2.2.3 Type III Barricade Rail shall be in accordance with Fig. 7.	
2.2.4 Barricade sheeting shall be 3M Engineer Grade (3M 144R & 144L, or approved equal) reflective sheeting orange & white)pressure sensitive.	
2.2.5 All necessary hardware per attached drawings, shall be included in accordance with Figures 4 thru 6.	
2.2.6 Barricade Rail Clip shall be fabricated in accordance with Fig. 8.	
2.2.7 Each section of the perforated tubing when cut, shall be cut at the midpoint equally between two perforated holes.	

2.0 **TECHNICAL SPECIFICATIONS:**

ITEM DESCRIPTION	VENDOR PROPOSAL
	(participant shall state "comply " or "can't comply")
2.3 VERTICAL BARRICADES:	
2.3.1 Barricade shall be a blow molded design of Quantum Petrothene LB8300 UV Stabilized High Density Polyethylene, minimum 3/16" thick or approved equal. Color shall be white.	
2.3.2 Barricade shall not deform at temperatures up to and including 150°F. It shall not separate or shatter when hit by any type-moving vehicle at up to a speed of 60 mph.	
2.3.3 Barricades shall have an open, installed height in the range of 44" – 46". Barricade shall have integrally molded hinges. (see Fig. 1)	
2.3.4 The letters MCDOT in 2" letters and centered left to right, shall be "branded" 1/8" deep and impregnated with permanent black ink as shown on Fig. 1.	
The delivery date shall be 1" high and "branded" 1/8" deep and impregnated with permanent black ink as shown on Fig. 1.	
2.3.5 Barricade closed position shall be in accordance with Fig. 1.	
2.3.6 Barricade shall have (12" x 24" nominal) reflective sheeting (3M Engineer Grade 144R, or approved equal) permanently mounted on one side, 4" stripes, orange and white sheeting sloping down to the right. An additional removable panel shall be provided on the opposite side, mechanically fastened at the top with a removable bolt, nut and flat washer. A retainer clip, is to be mounted on the barricade at the bottom of the panel insert. With fastener and clip installed the barricade shall close flat. The panel size shall be 12" x 24" x 1/8" thick and shall be manufactured of ABS High impact plastic. The reflective sheeting shall be applied on both sides of the removal panel. The reflective sheeting shall be applied down to the right on one side and down to the left on the reverse side of the panel, 4" stripes, Engineer grade (3M #144R or 144L, or approved equal) orange and white pressure sensitive in accordance with Fig. 1.	
2.3.7 Barricade shall not open wider than 30" at bottom. When closed, the barricade thickness shall not exceed 3" ± 1/4". See Fig. 1.	
2.3.8 Barricade shall be molded hollow and shall have a 6" x 7-1/2" sand bag slot at bottom in accordance with Fig. 1. . Note: hinges and legs shall be molded solid.	

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
	(participant shall state "comply " or "can't comply")
2.4 BARRICADE FLASHERS:	
All battery powered flashers and battery powered flasher components shall be completely interchangeable with Service & Materials Inc. or Flexolite Night Flasher Model 5001.	
2.4.1 Push button switch, 3-way Circuit (Steady Burn, Flashing, On & off w/Photo Cell) Product No. 2030607 Mfr. Service & Materials Inc. or approved equal.	
2.4.2 Lens, switch and body shall be interchangeable with the above noted barricade flasher.	
2.4.3 Lamp, bayonet type, bulb Model 1850,6V, or equal.	
2.4.4 Mounting bolt shall be universal design. Mfr. Service & Materials Inc. Part No. 200490 or approved equal.	
2.4.5 Flasher shall use 2 ea, 6 volt (spring terminal) batteries, Eveready #751 or equal.	
2.4.6 Flasher shall be supplied <u>without</u> batteries.	
2.4.7 Solar powered flashers – All solar powered flashers and solar powered flasher components shall be Interplex Solar Inc. Maverick Solar Powered Warning Light #S051-1016FS, or equal. Flasher base shall be minimum 5" width.	
2.5 RELATED HARDWARE:	
2.5.1 Amber lenses. Mfr. Service & Materials Inc. or approved equal.	
2.5.2 Red lenses. Mfr. Service & Materials Inc, or approved equal.	
2.5.3 Push button switch, 3-way Circuit (Steady Burn, Flashing, On & off w/Photo Cell) Product No. 2030607 Mfr: Service & Materials Inc. or approved equal.	
2.5.4 Flasher bulb - No. 1850 6 volt (steady burn & flashing) Mfg: Service & Materials Inc., Flexolite or approved equal.	
2.5.5 Flasher bulb No. 957 KMU, 12 Volt, Mfr. K & M International Inc. or approved equal.	
2.5.6 Flasher bulb No. 1FF, 6 volt, Mfr. K & M International Inc. or approved equal.	
2.5.7 Battery pack for 8-6 volt battery capacity (wired for 12 volt) without spring terminal batteries for Type B Hi-Intensity Flasher -Day & Night use. Mfr: Empco/Traffix or approved equal.	
2.5.8 Sign holder bracket for <u>left side</u> of barricade in accordance with Fig. 4.	

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.5 RELATED HARDWARE (continued)	
2.5.9 Sign holder bracket for <u>right side</u> of barricade in accordance with Fig. 4.	
2.5.10 Flasher Bracket Bolt (universal) ½" x 3-1/2" Mfr. Service & Materials Inc. Part No. 200490 or approved equal.	
2.5.11 Flasher Bolt Tool Wrench for universal bolt with handle and pin light key. Mfr. Service & Materials Inc. Part No. 2218651 or approved equal.	
2.5.12 Barricade Sheeting - orange & White (3M or equal 144R & 144L) (50yd/rl) in accordance with Fig.1 & 8.	
2.5.13 Flasher light bracket: 2.5.13.1 in accordance with Fig. 3a. 2.5.13.2 in accordance with Fig. 3b.	
2.6 WARRANTY:	
All equipment, units and components shall be guaranteed in accordance with the following:	
2.6.1 Type II, Type III and Vertical Barricades shall be warranted for two (2) years against:	
2.6.1.1 Cracking, warping or discoloration due to exposure to sunlight	
2.6.1.2 Any significant loss or reflectivity of materials	
2.6.2 Guarantee that the Barricade Flashers material offered are free from defects in design and construction and that they will give continuous and efficient service under normal conditions for a period of 24 months from date of delivery.	
2.6.3 Guarantee and agree to replace promptly without cost of any nature to the County during the warranty period from date of delivery any barricades and flashers and parts excepting those parts that may fail as a result of accident, fire, or negligence on the part of the operating personnel. ("Promptly" in this case is defined to mean within 48 hours from time of demand).	
2.7 DELIVERY:	
Delivery is to be within forty-five (45) days from date of purchase order. All deliveries shall be F.O.B. destination.	

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL
(participant shall state "comply " or "can't comply")	
2.8 FACTORY AUTHORIZED LOCAL SERVICE AVAILABILITY:	
<p>The successful bidder shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.</p>	
2.9 BRAND NAMES:	
<p>Specific brand names or types may have been used to describe functions or features. Wherever these names occur the phrase "or equal" applies.</p>	
2.10 SAMPLES:	
<p>Five (5) samples of each type of barricade must be submitted to the Maricopa County Department of Transportation upon request <u>after</u> bid opening, at no cost to Maricopa County. Samples will be returned to all vendors within ten (10) working days of bid award if so requested. Barricades must be approved by Traffic Operations prior to bid award.</p>	
2.11 LITERATURE:	
<p>Technical and descriptive literature shall accompany bid proposals.</p>	
2.12 QUANTITIES:	
<p>The quantities specified in this call for bids are estimates only and may vary significantly in actuality.</p>	
2.13 AWARD CRITERIA:	
<p>The County reserves the right to award in whole, or in part, by items, or by section where such action serves the County's best interest. Award will be made to the lowest responsive/responsible bidder(s) best meeting the needs of the County.</p>	
2.14 ADDITIONAL PRICING:	
<p>Bidders are strongly encouraged to offer additional pricing for related items/products/components which are not specifically addressed as line items in this call for bids. Pricing offered should be noted on the pricing pages of of vendor response in the format requested.</p>	

2.15 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.16 REFERENCES:

Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

2.17 VENDOR'S PROPOSAL COLUMN:

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

2.18 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within forty-five (45) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.19 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.20 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.21 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.22 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.23 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.24 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.25 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.26 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.27 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.28 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.28.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.28.2 Documentation that names the replacement product or model.
- 2.28.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.28.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.28.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.29 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

2.30 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce Materials to meet these Specifications will not be considered sufficient cause to adjudge these Specifications as restrictive. Contractor shall be required to offer Materials that meet or exceed the requirements of the Specifications, or is of equal or greater quality and functionality. Where Materials are offered that are not identical to the requirements contained in the Specifications, but are believed to be of equal or greater quality and functionality, bidders shall note such deviation and state why, in their opinion, the Materials are of equal or greater quality to the requirements of the Specifications. Maricopa County shall determine whether the deviation is material and if the substitute Materials are of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive any deviation from or exception to the Specifications. Such deviations or exceptions may be grounds for rejection of the entire bid.

2.31 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.32 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.33 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.33.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.33.2 Vendor proposal column/section, MANDATORY
- 2.33.3 Pricing pages, MANDATORY
- 2.33.4 Copies of Catalogs/Pricing Documents, MANDATORY
- 2.33.5 Vendor Information, MANDATORY
- 2.33.6 Agreement page, MANDATORY
- 2.33.7 References, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM BAKER, DEPARTMENT OF TRANSPORTATION, 602-506-3454
(jbaker@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

1301 E HADLEY, PHOENIX, AZ 85034
CENTERLINE SUPPLY WEST, 3031 S. 46TH STREET, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

B0605927 / C970106

PRICING

ITEM DESCRIPTION

6.0 Pricing, per specifications, BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS AND RELATED HARDWARE
ITEM DESCRIPTION

6.1 Specific Pricing:

	QUANTITY	DESCRIPTION	PRICE
6.1.1	1000	Type II Baricades:	\$ 78.00 /each
		Manufacturer & Product No: Plasticade 100T 8B 8EG	
6.1.2	20	Type III Baricades:	\$ 180.00 /each
		Manufacturer & Product No: St. Louis Steel	
6.1.3	110	Vertical Barricades:	\$ 74.00 /each
		Manufacturer & Product No: Plasticade	
* ATTENTION: LENSES FOR BARRICADE LIGHTS ARE CONSIDERED 1/2 LENS. IT TAKES 2 TO MAKE A COMPLETE LIGHT.			
6.1.14	100	Sign holder bracket for left side of barricade in accordance with Fig. 2	\$ 18.00 /each
		Manufacturer & Product No: Not Listed	
6.1.15	100	Sign holder bracket for right side of barricade in accordance with Fig. 2	\$ 18.00 /each
		Manufacturer & Product No: Not Listed	
6.1.19	20 rl	Barricade Sheeting - orange & white 3M (144R & 144L) (50yd/rl) 12" EG	\$ 160.00 /rl
		Manufacturer & Product No: Not Listed	
6.1.20	500	Flasher light bracket (Fig. 3a)	\$ 25.00 /each
		Manufacturer & Product No: Not Listed	

1301 E HADLEY, PHOENIX, AZ 85034
CENTERLINE SUPPLY WEST, 3031 S. 46TH STREET, PHOENIX, AZ 85040

QUANTITY		DESCRIPTION	PRICE
6.1.21	500	Flasher light bracket (Fig. 3b)	\$ <u>25.00</u> /each
Manufacturer & Product No:		Not Listed	
6.2	Disposal of Barricades: (optional) Barricade supplier to pick-up, transport and dispose/recycle/reuse County damaged barricade units in minimum quantities of seventy-five (75) or more.		\$ <u>N/B</u> (vendor to state unit of measure)
6.3	Catalog Additional Pricing Offered (Catalogs/price lists shall be submitted with bid):		
CATALOG	DESIGNATION	PRICE COLUMN TO BE USED	DISCOUNT % OFFERED
	CENTERLINE SUPPLY WEST	PRICE	DISCOUNTS VARIED

Terms: 2% 10 DAYS, NET 30

Federal Tax ID Number: 86-0978357

Telephone Number: **602-258-3142** ~~480-966-0566~~

Fax Number: **602-258-2538** ~~480-966-0789~~

Contact Person: TAMARA MARTINEZ

Vendor Number: 860978357

E-mail Address: cswtamara@qwest.net

Certificates of Insurance Required

Contract Period: To cover the period ending **MARCH 31, 2005**.

CONTRACTORS TRAFFIC CONTROL SUPPLY, 2517 W. McDOWELL RD, STE 110, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

B0605927 / C970106

PRICING

ITEM DESCRIPTION

6.0 Pricing, per specifications, BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS AND RELATED HARDWARE
ITEM DESCRIPTION

6.1 Specific Pricing:

	QUANTITY	DESCRIPTION	PRICE
6.1.4	1500	Barricade Flashers: (Battery Powered)	\$ <u> 13.23 </u> /each
		Manufacturer & Product No: SERVICES & MATERIALS 43514031	
6.1.6	100	Amber Lenses*	\$ <u> 2.76 </u> /each
		Manufacturer & Product No: SERVICES & MATERIALS 2010463	
6.1.7	100	Red Lenses*	\$ <u> 2.84 </u> /each
		Manufacturer & Product No: SERVICES & MATERIALS 2015669	

* ATTENTION: LENSES FOR BARRICADE LIGHTS ARE CONSIDERED 1/2 LENS. IT TAKES 2 TO MAKE A COMPLETE LIGHT.

	QUANTITY	DESCRIPTION	PRICE
6.1.8	100	Push button switch, 3 way circuit	\$ <u> 9.60 </u> /each
		Manufacturer & Product No: SERVICES & MATERIALS 2006759	
6.1.9	200	Flasher bulb - No. 1850, 6 volt (steady burn & flashing)	\$ <u> .35 </u> /each
		Manufacturer & Product No: K & M 1850	
6.1.10	200	Flasher bulb No. 957 KMU, 12 volt	\$ <u> 1.89 </u> /each
		Manufacturer & Product No: K & M 957	

CONTRACTORS TRAFFIC CONTROL SUPPLY, 2517 W. McDOWELL RD, STE 110, PHOENIX, AZ 85009

6.1.13 20 Battery pack for 8-6 volt battery capacity \$ 23.50 /each
 (wired for 12 volt)
 (w/o batteries) For Type B Hi-Intensity Flasher - Day & Night

6.1.16 500 Flasher, Bracket Bolt (Universal) \$.78 /each

Manufacturer & Product No: SERVICES & MATERIALS 2004900

6.1.17 100 Flasher, Bolt Tool Wrench Universal Bolt \$ 7.14 /each
 Head and handle with pin light key *Kit—10 Bolts, 2 Wrenches

Manufacturer & Product No: SERVICES & MATERIALS 2217712

6.1.18 20 rl Barricade Sheeting - orange & white 3M \$ 116.95 /rl
 (144R & 144L) (50yd/rl) 8" EG

Manufacturer & Product No: 3M 144R & 144L (8)

6.2 Disposal of Barricades: (optional)
 Barricade supplier to pick-up, transport and dispose/recycle/reuse
 County damaged barricade units in minimum quantities of seventy-five
 (75) or more.

\$ N/B
 (vendor to state unit of measure)

6.3 Catalog Additional Pricing Offered
 (Catalogs/price lists shall be submitted with bid):

CATALOG	DESIGNATION	PRICE COLUMN TO BE USED	DISCOUNT % OFFERED
	NONE		

Terms: 1% 30 DAYS, NET 31

Federal Tax ID Number: 86-0661867

Telephone Number: 602-269-0026

Fax Number: 602-269-3613

Contact Person: ED MCDONALD

Vendor Number: 860661867 A

Certificates of Insurance Required

Contract Period: To cover the period ending **MARCH 31, 2005.**

INTERPLEX SOLAR, 70 FULTON TERRACE, NEW HAVEN, CT 06512

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES X NO 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

B0605927 / C970106

PRICING

ITEM DESCRIPTION

6.0 Pricing, per specifications, BARRICADES, TYPE II, III, VERTICAL, BARRICADE FLASHERS AND RELATED HARDWARE
ITEM DESCRIPTION

6.1 Specific Pricing:

	QUANTITY	DESCRIPTION	PRICE
6.1.5	200	Barricade Flashers: (Solar Powered)	\$ <u> 26.50 </u> /each

Manufacturer & Product No: INTERPLEX SOLAR 5051-1016FS

* ATTENTION: LENSES FOR BARRICADE LIGHTS ARE CONSIDERED 1/2 LENS. IT TAKES 2 TO MAKE A COMPLETE LIGHT.

6.2 Disposal of Barricades: (optional)
Barricade supplier to pick-up, transport and dispose/recycle/reuse
County damaged barricade units in minimum quantities of seventy-five
(75) or more.

\$ N/B
(vendor to state unit of measure)

6.3 Catalog Additional Pricing Offered
(Catalogs/price lists shall be submitted with bid):

CATALOG	DESIGNATION	PRICE COLUMN TO BE USED	DISCOUNT % OFFERED
	#051-2015	500	

INTERPLEX SOLAR, 70 FULTON TERRACE, NEW HAVEN, CT 06512

Terms:	NET 30
Federal Tax ID Number:	11-3116732
Telephone Number:	800-889-0870
Fax Number:	203-468-6109
Contact Person:	JOHN LEOPARDI
Vendor Number:	113116732
Company Website:	www.interplexsolar.com
E-mail Address:	interplexsolar@yahoo.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending MARCH 31, 2005.